

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE: ARC AIRBAG INFLATORS
PRODUCTS LIABILITY LITIGATION

MDL No. 3051

Case No: 1:22-md-03051-ELR

**SUPPLEMENTAL DECLARATION OF HANS-ULRIK VON BÜLOW IN
SUPPORT OF SPECIALLY APPEARING DEFENDANT VOLKSWAGEN
AKTIENGESELLSCHAFT'S MOTION TO DISMISS FOR LACK OF
PERSONAL JURISDICTION (FED. R. CIV. P. 12(b)(2))**

I, Hans-Ulrik von Bülow, declare that:

1. I am over eighteen years of age. I make this Supplemental Declaration in support of Specially Appearing Defendant Volkswagen Aktiengesellschaft's ("VW Germany's") concurrently filed Reply in Support of its Motion to Dismiss for Lack of Personal Jurisdiction. The facts set forth in this Supplemental Declaration are based on my personal knowledge, on matters known to me in the course of employment by VW Germany, or on particular matters made known to me that, consistent with my experience, I believe to the best of my knowledge to be reliable and true. To ensure accuracy, I have verified the facts stated herein with the responsible departments at VW Germany. If called as a witness, I could and would testify to the following:

2. Currently, I am employed by VW Germany as a manager in the VW Germany legal department. I am personally familiar with and knowledgeable about

the business functions and organization of VW Germany. I am authorized to execute this Supplemental Declaration on behalf of VW Germany.

3. VW Germany sells the vehicles that it manufactures to entities that distribute them to countries around the world. Volkswagen Group of America, Inc. (“VWGoA”) is one such entity. VWGoA also imports Volkswagen vehicles manufactured by entities other than VW Germany, such as the Volkswagen Jetta vehicles allegedly purchased by Plaintiffs Brandy Knapp and Francine Lewis. VWGoA imports those vehicles to the U.S. and sells them to independent, authorized Volkswagen dealerships for its own account

4. VWGoA’s rights and obligations with respect to VW Germany products are defined by contract. I have reviewed the Importer Agreement between VW Germany and “Volkswagen of America, Inc. (“VWoA”), a predecessor entity of VWGoA, that Plaintiffs attach as Exhibit 5. The Importer Agreement has been amended since the version attached as Exhibit 5. Nonetheless, Section 3 of Exhibit 5 states that VWoA (now VWGoA) “shall carry on all business pursuant to this Agreement as an independent entrepreneur on its own behalf and for its own account.” Similarly, it provides that VWGoA “is not an agent or representative of VWAG [VW Germany] and shall not act or purport to act on behalf of VWAG [VW Germany].” These terms, with minor, non-substantive variations in wording, remain in effect today.

5. VW Germany does not dictate how VWGoA performs its tasks and functions as distributor, marketer, and warrantor of Volkswagen vehicles in Virginia or elsewhere in the U.S.

6. From time to time, business units or individuals from VW Germany may consult with VWGoA for purposes of coordination. Consultation is a cooperative process. It is not a mechanism by which VW Germany dictates how VWGoA performs its business functions and responsibilities.

7. VWGoA exclusively determines which dealers are authorized to sell, lease and service Volkswagen vehicles in the United States. VW Germany is not a party to VWGoA's agreements with authorized Volkswagen dealerships in the U.S. and has no relationship with those dealerships.

8. I have reviewed Section 11(a) of the Importer Agreement, which provides that "VWoA and VWAG [VW Germany] shall negotiate and agree upon VWoA's annual sales objectives and delivery schedules for Contractual Products." VW Germany has finite manufacturing capacity. For the VW AG manufactured vehicles, VW Germany works together with all regions (e.g. North American Region) to be informed about their anticipated orders. This is a global process that is not specific to Virginia or the U.S.

9. VWGoA, not VW Germany, decides how to market and advertise Volkswagen vehicles in the U.S. VW Germany does not attempt to influence or

encourage marketing to Virginia residents (or residents of any other state) specifically.

10. VW Germany does not issue warranties to purchasers or lessees of new Volkswagen vehicles in the U.S. VW Germany does not decide whether a U.S. customer's claim should be paid by the customer or under warranty. VWGoA and/or authorized Volkswagen dealerships make those decisions, in accordance with the terms of the new vehicle limited warranty.

11. VW Germany does not design or manufacture vehicles to be sold only in Virginia (or any other particular state), or to appeal specifically to Virginia residents (or residents of any other particular state).

12. VWGoA's former President and CEO, Michael Horn, was a VWGoA employee while acting as its President and CEO. Mr. Horn's employment at VW Germany was suspended while he served as VWGoA's CEO.

13. Similarly, VWGoA's former CEOs, Pablo Di Si and Scott Keogh, were VWGoA employees while acting as CEO. Neither has ever been employed by VW Germany.

14. VWGoA's current CEO, Dr. Kjell Gruner, is a VWGoA employee. Mr. Gruner has never been employed by VW Germany.

15. Dr. Arno Antlitz is a Member of the Board of Management of VW Germany for Finance and Operations and has held that position since April 1, 2021.

Dr. Antlitz is also the Chair of the Supervisory Board of VWGoA. He is not an officer or employee of VWGoA.

16. From time to time, certain VWGoA employees may be hired by VW Germany to work at VW Germany, and certain VW Germany employees may be hired by VWGoA to work at VWGoA. In these cases, such employees have no active contract with their original entity and are subsequently hired by the other entity. The work product of these individuals belongs to only that entity. For example, the work product that an employee generates while working for VW Germany is the sole property of VW Germany. And the work product that an employee generates while working for VWGoA is the sole property of VWGoA.

I declare, under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on April 29, 2025 in Wolfsburg, Germany.

A handwritten signature in blue ink, appearing to read 'Hans-Ulrik von Bülow', is written over a horizontal line.

Hans-Ulrik von Bülow